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BOARD OF SUPERVISORS

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September 07, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19

September 7, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL OF DRIVING-UNDER-THE-INFLUENCE PROGRAM RENEWAL AGREEMENTS

SUBJECT

Approval to execute 136 renewal agreements for the provision of adult first and multiple offender Driving-Under-The-Influence programs throughout Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute 73 Driving-Under-The-Influence (DUI) program renewal agreements with the agencies listed in Attachment A, for the provision of DUI services for First Offender participants, effective October 1, 2010 through September 30, 2013, at no net County cost.
2. Approve and instruct the Director of DPH, or his designee, to execute 34 DUI program renewal agreements with the agencies listed in Attachment B, for the provision of DUI services for 18-month Multiple Offender participants, effective October 1, 2010 through September 30, 2013, at no net County cost.
3. Approve and instruct the Director of DPH, or his designee, to execute 29 DUI program renewal agreements with the agencies listed in Attachment C for the provision of DUI services for 30-Month Third and Subsequent Offender participants, effective October 1, 2010 through September 30, 2013, at no net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

For many years, the County has contracted with private contractors, licensed by the State Department of Alcohol and Drug Programs (SDADP), for the provision of adult first and multiple offender DUI programs.

The DUI Programs are intended to provide awareness to program participants of the impact, significance, and consequences of a DUI offense and to assist in the rehabilitation of persons convicted of a DUI through the use of intoxicating liquor, or under the combined effect of liquor and drugs. These DUI programs are designed to educate first and repeat offenders and are further intended to assist participants in decreasing or abstaining from alcohol and/or drug usage. The overall objective is to decrease the incidence of DUI offenses.

From the inception of the DUI program, State laws and regulations have placed major responsibility on the counties for assuring programmatic and fiscal integrity of each program. Los Angeles County has met this responsibility through administration of a contract program.

Board approval of the recommended actions will allow DPH's Substance Abuse Prevention and Control (SAPC) to continue to contract with various DUI agencies (identified in Attachment D) to assist in the rehabilitation of persons convicted of a DUI without interruption.

Implementation of Strategic Plan Goals

These actions support Goal 2, Children, Family and Adult Well-Being; and Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There are no net County costs associated with these Board actions.

Participants pay a fee to providers to cover program costs. DPH SAPC sets the level of allowable fees based on budgets submitted by the providers. The fee schedule allows for reduced fees for participants based on ability-to-pay provisions.

The participants' fees are collected by the DUI services providers. The DUI service providers send SAPC a check for fees collected on a monthly basis. SAPC deposit collected fees into the three DUI Special Funds (First Offender DUI (AB 541), Second/Multiple Offender DUI (SB 38), and Third Offender DUI (SB 1365)) accounts. The fees collected in these Special Funds are used to offset the program administrative and monitoring cost.

The County receives an administrative fee of \$21 per participant in the first offender program, \$46 in the 18-month program, and \$46 in the 30-month program.

Based on previous fiscal year (FY) average projections of participants to be enrolled in the DUI programs, DPH estimates total revenue for each FY, beginning FY 2010-11 through FY 2012-13, to be \$860,340 from the provision of services to 32,940 participants as follows: 1) 26,196 participants in the First Offender category with revenue of approximately \$550,116; 2) 6,612 participants in the 18-Month Offender category with revenue of \$304,152; and 3) 132 participants in the 30-Month Multiple Offender category with revenue of \$6,072.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The California State Department of Alcohol and Drug Programs (SDADP) licenses contract agencies, establishes regulations, approves participant fees and fee schedules, and provides DUI information. The County is responsible for ensuring the provision of services at the local level.

In 1978, your Board approved alcoholism service agreements with community agencies for the provision of alcoholism rehabilitation services to convicted drunk drivers referred by the municipal courts. This is commonly referred to as the SB38 program, from the 1977 enabling legislation.

In 1981, Assembly Bill (AB) 541 (Chapter 940, Statutes of 1981) was enacted, authorizing first offender DUI programs. AB 541 provided for increased penalties for drinking driver offenses. In cases where probation is granted, the new law allowed judges to refer persons convicted of a first offense to a three-month program recommended by SAPC and approved by the Board of Supervisors.

In 1988, Senate Bill (SB) 1365 (Chapter 1041, Statutes of 1987) was enacted, authorizing a DUI program for third and subsequent offenders. SB 1365 provided for a 30-month program, with requirements that the programs provide a variety of treatment services for problem drinkers, alcoholics, chemically dependent persons, and polydrug abusers. Services must include lectures, classes, and individual and group counseling.

Since 1978, your Board has approved the continuation of First Offender and Multiple Offender DUI programs in Los Angeles County. From the inception of the DUI program, State law and regulations have placed major responsibility on the counties for assuring the programmatic and fiscal integrity of each program. Los Angeles County has met this responsibility through administration of the DUI program. SAPC continues to monitor the contracts for compliance, including adherence to all programmatic and fiscal issues, and is recommending renewal of the First Offender and Multiple Offender agreements.

On September 26, 1995, your Board approved the renewal of the first, second and third offender programs effective October 1, 1995 through September 30, 2000. On September 19, 2000, the Board approved a 6-month contract extension covering the period October 1, 2000 through March 31, 2001.

On March 20, 2001, your Board approved 139 renewal agreements which included 74 agreements for First Offender, 35 for 18-Month Multiple Offender, and 30 agreements for 30-Month Third and Subsequent Offender DUI programs, effective April 1, 2001 through September 30, 2005. Inland Valley Drug and Alcohol Recovery Services, included in the March 20, 2001 Board action, opted not to execute its SB 1365 Agreement. Subsequently, on August 30, 2005, your Board approved 138 renewal agreements which included 74 for First Offender, 35 for 18 Month Multiple Offenders, and 29 for 30-Month Third and Subsequent Offenders, to extend the term effective October 1, 2005 through September 30, 2010, with no net County cost. City of Long Beach, A Municipal Corporation, included in the August 30, 2005 Board action, opted not to execute its AB541 and SB38 agreements.

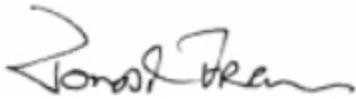
All agencies recommended for a renewal agreement are in compliance with federal and State laws and regulations for DUI services and County contract requirements.

Attachment D is a listing of the Executive Directors of the recommended agencies.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to ensure that alcohol and drug DUI programs will continue without interruption throughout the County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:LM

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Contract No. _____

FIRST OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____
day of _____, 2010,

by and between _____
COUNTY OF LOS ANGELES (hereafter
"County"),

and _____
(hereafter "Contractor"),

WHEREAS, County desires that those persons in the County of Los Angeles who qualify be provided certain alcoholism services under the Health and Safety Code Sections 11750 et seq., and 11836 et seq., which Contractor is licensed, staffed, and prepared to provide; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles that such services be provided by Contractor; and

WHEREAS, this Agreement is contemplated and authorized by Health and Safety Code Sections 11801, 11812(b), 11837, 11837.2,

11837.4, 11837.5, 11837.6, 11837.7, and 11837.8 and by Government Code Section 26227; and

WHEREAS, the term "Director" as used herein refers jointly to County's Director of Public Health ("DPH") or his/her authorized designee; and

WHEREAS, the term "SDADP" as used herein refers to the State Department of Alcohol and Drug Programs; and

WHEREAS, the term "SAPC" as used herein refers to County's Substance Abuse Prevention and Control; and

WHEREAS, the term "DUIP" as used herein refers to County's "Driving-Under-The-Influence Program"; and

WHEREAS, the term "participant" and/or "participants" as used herein refers to those individuals participating in the DUIP.

WHEREAS, the term "CSAPC" as used herein refers jointly to County's Substance Abuse Prevention and Control Administrator or his/her authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1, and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on October 1, 2010 and shall continue in full force and effect through September 30, 2013.

In any event Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other. Further, County may also terminate this Agreement immediately if Contractor is no longer licensed by SDADP. Notice of such termination shall be served upon Contractor in writing by County.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall make immediate and appropriate plans to transfer or refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director before any transfer or referral is completed except in those instances, as determined by Contractor, where an immediate

participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest DUIP provider.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) Exhibit-A
- (2) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - SUBSTANCE ABUSE PREVENTION AND CONTROL - DRIVING UNDER THE INFLUENCE PROGRAM SERVICES - October 1, 2010
- (3) CCR, TITLE 9, DIVISION 4, CHAPTER 3, COMMENCING WITH SECTION 979.5

Contractor hereby acknowledges receipt of referenced documents numbers (1) and (2) attached and number (3) not attached hereto.

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. PAYMENT TO COUNTY:

A. Contractor shall compensate County for the supervision and monitoring of its program at the rate of

Twenty-one Dollars (\$21) for each participant admitted into the program during the term of this Agreement. These monies shall be due to DPH SAPC Financial Services Division on the twentieth working day of the month, following the reporting month, for all paying participants. Non-payment of these fees due to County by the above specified day may, at County's discretion, result in a ten percent (10%) late payment penalty and/or termination of this Agreement.

B. County agrees to waive collection from Contractor of County's administrative fee, as identified in this Paragraph, for each participant who provides Contractor with documented proof and demonstrates an inability to pay for services. Contractor shall retain a copy of such documentation in the participant's individual case record.

C. At any time after the commencement of the term of this Agreement, Director may increase or reduce County's administrative fee up to Five Dollars (\$5) each fiscal year to allow for increases and decreases in County administrative costs for County's services provided hereunder. Any increase or decrease more than Five Dollars (\$5) each fiscal year shall be approved by County's Board of Supervisors. Increases are also subject to State approval pursuant to Health and Safety Code Section 11837.8(a).

Director shall notify Contractor in writing at least thirty (30) calendar days prior to implementation of the new fee.

D. Contractor understands that in accordance with the California Code of Regulations, Title 9, Section 9820 (a) (1) (D) and Section 9820 (d), Contractor's State license to provide DUIP services shall automatically expire on the date specified on such license if Contractor has not paid all County administrative fees which are due and payable. Contractor further understands that if this occurs, this Agreement shall automatically terminate on the same date, and County shall be under no obligation to enter into another agreement with Contractor. In any event, if this Agreement should automatically terminate, any outstanding County administrative fees shall still be due and payable to County.

E. In no event shall County be required to pay for the cost of services to be rendered by Contractor hereunder.

4. PARTICIPANT FEES:

A. Participants shall be charged a fee by Contractor for services hereunder. Contractor shall maintain a fee schedule as approved by CSAPC and SDADP pursuant to Health and Safety Code Section 11837.4 (b) (2). Such fee schedule shall make provisions for persons who cannot afford such fees in order to enable such persons to participate in the

program. The total of all revenue shall not exceed Contractor's allowable program costs by more than ten percent (10%) as indicated at the end of the fiscal year by a fiscal audit. Allowable program costs are determined by the California Code of Regulations (CCR), Title 9, Chapter 3, Sections 9800 et seq. Revenue in excess of allowable costs plus ten percent (10%) shall either be used for program expansion costs, with the express approval of CSAPC or fees shall be reduced accordingly in the next fiscal year. In the event that the revenue exceeds the allowable costs, plus ten percent (10%) profit, and that Contractor's Agreement for the provision of services is not renewed, for any reason, in the ensuing fiscal year, Contractor shall develop a plan for reimbursement, on a prorate basis, of all participants served during the term the Agreement was in effect and in the amount of the excess fees collected. This plan shall be submitted to CSAPC for approval within thirty (30) calendar days after submitting the cost report which revealed the excess profit.

B. Contractor may increase or decrease its participant fees with prior written approval from both SAPC and SDADP. Contractor's written request must be submitted to SAPC and must include: (1) a cover letter indicating the proposed fee and the rationale for the increase or decrease, (2) a

line item revenue and expenditure report for the prior fiscal year, (3) a projected line item budget reflecting the proposed fee increase or decrease for the next fiscal year, (4) a breakdown of the proposed program fee by unit of service (or, if an ancillary fee, a cost breakdown which justifies the fee), and (5) a revised payment agreement that includes the proposed fee increase or decrease.

C. An initial down payment of participant fees to Contractor shall be limited to twenty percent (20%) of each participant's total fee, although participants may voluntarily pay more. These monies can be retained by Contractor for intake and administrative costs and will include the fees charged by SDADP and County for program supervision and monitoring. Monies paid in advance for services not received must be reimbursed to the participant or his/her estate. Contractor must make all advance payment records available to County, State, and Certified Public Accounting firms representing County for purposes of inspection and audit.

D. Contractor shall establish and use a standardized payment schedule, approved by SDADP, to determine each participant's assessed program fee and schedule for payment of fees.

5. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with staff who at least meet the minimum staff qualifications required by Title 9 of the CCR for provision of services hereunder, by Exhibit A, attached hereto, and by any additional requirements which may be established by CSAPC and/or SDADP. In addition, program staff providing counseling services as defined in Section 13005 of Counselor Certification Regulations shall be licensed, certified or registered to obtain certification or licensure pursuant to Chapter 8 (commencing with Section 13000).

6. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of service review and case conferences in which its professional, paraprofessional, intern, student, and volunteer personnel will participate. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement with particular emphasis on the supervision of paraprofessionals, interns, students and volunteers. Contractor also, upon request of Director and under his/her supervision, shall conduct training covering any other required State and/or County administrative procedures.

7. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL

PROVISIONS", dated October 1, 2010. The terms and conditions therein contained are part of this Agreement.

8. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement body, Exhibit "A" and ADDITIONAL PROVISIONS, the language in this Agreement, Exhibit A, and ADDITIONAL PROVISIONS shall govern and prevail.

9. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS and Exhibit(s), attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understandings of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

10. PROGRAM SUPERVISION, MONITORING AND REVIEW: Pursuant to Health and Safety Code Section 11837.6, services hereunder shall be provided by Contractor under the general supervision of CSAPC. Contractor agrees to extend to Director, CSAPC, their authorized designees, and authorized State representatives the right to review and monitor Contractor's facilities, programs, procedures, and/or records at any reasonable time.

11. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. SUSPENSION OF PARTICIPANT REFERRALS: CSAPC may initiate steps leading to suspension of referrals to Contractor's program for failure to comply with the terms and conditions of this Agreement including, but not limited to, the following:

A. Failure to notify the court with jurisdiction of a participant's enrollment or termination.

B. Failure to return a participant to the court with jurisdiction after a subsequent conviction for driving under the influence.

C. Withholding notice to the court with jurisdiction, of program completion by a participant until after all program fees are paid.

D. Failure to permit indigent participants to avail themselves of the provisions for indigence as set forth in PARTICIPANT FEES paragraph of this Agreement.

E. Collecting a participant fee that exceeds the State approved maximum fee.

F. Failure to pay County administrative fees for three (3) or more months after the due date as set forth in PAYMENT TO COUNTY Paragraph of this Agreement.

G. Failure to maintain the minimum requirements of a DUIP facility as specified in Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with federal, State, and local laws, ordinances, regulations, rules, guidelines and directives applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under

this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other law which occurs after the effective date of this Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and

separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement.

Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Health
Substance Abuse Prevention and Control
Program Compliance and Quality Assurance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County

of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's

insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor

coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or

eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., (ISO), and separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County

reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

16. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident.

Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability:

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per

claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature

E. Professional Liability/Errors and Omissions:

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

16. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

17. CONTRACTOR'S OFFICES: Contractor's primary business office is located at _____. Contractor's primary business telephone number is _____, facsimile/FAX number is _____, and electronic mail (email) address is _____. Contractor shall notify

County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number and/or email address as listed herein, or any other business address, business telephone number, facsimile/FAX number and/or email address used in the provision of services herein, at least ten (10) days prior to the effective date(s) thereof.

18. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659
Attention: Division Chief
- (2) Department of Public Health
Substance Abuse Prevention and Control
1000 South Fremont Avenue
Building A-9 East, 3rd Floor
Alhambra, California 91803
Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By Patricia Gibson, Acting Chief
Contracts and Grants Division

FIRSTOFFDUI.8.2010.LM

NAME OF AGENCY

EXHIBIT A

FIRST OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

1. DEFINITION: First Offender Driving-Under-The-Influence Program (hereafter "First Offender DUIP") services are alcohol and other drug education and counseling program services which permit any person who is convicted of driving a vehicle or operating any vessel under the influence of alcohol or any drug, or under the combined influence of alcohol and any drug to participate in, for at least three (3) months, a public or private program of educational and counseling services for problem drinking or alcoholism, chemical dependency or poly drug abuse.

First Offender DUIPs which provide these services are licensed by State Department of Alcohol and Drug Programs ("SDADP") and are supervised and monitored by County's Substance Abuse Prevention and Control ("SAPC").

In addition, any person convicted of an offense of reckless driving as a substitute for an original charge of Driving-Under-The-Influence ("DUI"), shall participate in the educational component of a First Offender DUIP.

2. PARTICIPANT ELIGIBILITY: To be eligible to enroll in a First Offender DUIP, persons shall be:

A. Arrested and sentenced due to a DUI offense and referred, upon sentencing by the court, to a First Offender DUIP which has been licensed by SDADP; or

B. Arrested for a DUI offense but convicted of an offense of reckless driving and referred, upon sentencing by the court, to a First Offender DUIP that has been licensed by SDADP; or

C. An individual whose driver license has been administratively suspended or revoked for DUI.

D. In the absence of a court referral, persons may enroll upon presenting documentation that the State Department of Motor Vehicles requires completion of a First Offender DUIP as a prerequisite for driver's license reinstatement.

Note: Neither State licensure nor an agreement with County guarantees that any court referrals will be forthcoming to Contractor.

3. ADMINISTRATION AND PROGRAM SERVICES:

A. Contractor shall administer and provide First Offender DUIP services in accordance with all applicable

Health and Safety Codes, Vehicle Codes, and Title 9, California Code of Regulations.

B. Contractor agrees to provide additional services to First Offender DUIP participants in accordance with additional County requirements that have been approved by SDADP. County shall provide Contractor with a listing of all such approved requirements.

C. No program service or adjunct activity shall involve the consumption of alcohol.

D. During the intake interview, the interviewer shall explain participant complaint procedures including County's Substance Abuse Prevention and Control ("CSAPC") address and phone number(s), and the right to transfer to another program.

E. Contractor shall maintain an established facility open to the public and available at all assigned times for scheduled First Offender DUIP activities. Office coverage shall be provided during regularly assigned office hours to facilitate liaison with courts, SAPC, and participants. The minimum hours of operation for Contractor's First Offender DUIP shall be:

(1) Monday through Friday, 9:00 a.m. to 5:00 p.m.

- (2) Two evenings a week and/or one-half day Saturday.
- (3) Sunday, as required.
- (4) Alternate hours of operation may be approved in writing by CSAPC.

F. All participants requesting an ongoing support experience after completion of First Offender DUIP activities shall be assisted by Contractor to find and/or establish an appropriate support group.

4. LEAVE OF ABSENCE:

A. Contractor shall submit the participant's written request for leave of absence and any documentation substantiating the need for a leave of absence to the CSAPC and shall retain a copy of the request in the participant's case record.

B. Leaves of absence may be granted only by CSAPC on an individual review and approval basis for participants whose work or special circumstances require scheduled absences longer than twenty-one (21) days. Such approved plans apply to military personnel whose orders or responsibilities require an extended absence, participants whose work requires travel for an extended period of time, participants who are absent due to their own extended illness or medical treatment

or that of a family member, participants who are incarcerated or in a residential alcohol or drug treatment program, participants who cannot participate due to an extreme hardship or family emergency as documented in the participant's record, and participants who have requested a leave of absence for a vacation. A leave of absence shall be granted for vacation only if the participant has made up all absences and paid all outstanding fees prior to the leave of absence.

C. Contractor shall document such plans for leave of absence in the participant's case record.

5. INTERPROGRAM TRANSFER:

A. A participant in an approved program may request a transfer to another approved program in Los Angeles County upon approval of CSAPC, or to a County other than Los Angeles County upon approval of both CSAPC and the County Administrator and/or Director of the receiving County or his/her authorized designee.

B. Contractor shall provide notice of transfer on SDADP-approved forms to CSAPC's or their authorized designees in both the sending and receiving counties as well as to the court with jurisdiction.

6. REPORTING PROCEDURES:

A. Contractor shall notify the court with jurisdiction of all participant completions and terminations as they occur.

B. Contractor shall complete an intake form on each participant enrolled into its First Offender DUIP. Contractor shall complete a change of status form on each participant upon any official status change (e.g., completion, noncompliance).

C. Contractor shall submit by the twentieth working day of each month a monthly provider remittance report for the previous month to the Department of Public Health CSAPC Financial Services Division, on forms supplied by County. Contractor shall submit by the twentieth working day of each month a copy of all intake and change of status forms for each intake and status change which occurred during the previous month to CSAPC on forms supplied by County.

D. For reporting purposes to CSAPC only, participants who were arrested for a DUI offense but were subsequently convicted of an offense of reckless driving and only participate in the educational component in a First Offender DUIP, shall be considered the same as participants receiving

a three (3) month program. Likewise, these participants who are required to complete more than three (3) months of program services shall be considered the same as participants receiving only a three (3) month program.

E. County may, with sufficient notice to Contractor, revise the reporting forms, procedures, and requirements described in (B), (C), and (D) immediately above, except that the time allowed Contractor for submitting the reports and forms shall not be reduced.

F. PARTICIPANT RECORDS: Participant records shall include intake information consisting of goals and objectives for participation in the program, including abstinence from the use of alcohol and/or illicit drugs; counseling, education, and face-to-face interview requirements; attendance requirements and procedures for requesting a leave of absence; program fees and payment schedules; location and schedule of program services; reasons for dismissal from the program; the program's participant rules; a participant contract; and any other information required by the DUI program, Department of Motor Vehicles, SDADP, and the County.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program

evaluation, conducted by County. Contractor will be required to provide County with client data for the purpose of program evaluation.

G. AUTOMATED DUI PARTICIPANT REPORTING SYSTEM (DUIPRS):

Contractor shall participate and cooperate in the automated DUIPRS. For the purpose of reporting data, Contractor will enter client information directly into the County DUIPRS via the Internet. In order to access DUIPRS, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipment, and ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

H. Contractor shall inform participants of possible follow-up mechanisms or instruments to be developed by SAPC.

7. MEASURABLE GOALS AND OBJECTIVES:

A. At least eighty percent (80%) of enrolled participants shall complete the program.

B. At least eighty percent (80%) of participants completing the program shall be free of further DUI arrests for one (1) year after completion of the program.

C. Use of evidence-based practice(s) that emphasize changing participants' perceptions of the risks of drug and alcohol use and related attitudes and beliefs.

8. SERVICE DELIVERY SITE: Contractor's facility (ies), where First Offender DUIP services are to be provided, is (are) located at

_____.
Contractor shall notify SAPC in writing at least thirty (30) days before terminating First Offender DUIP services hereunder at such location(s), and Contractor shall obtain the written consent of SAPC before commencing such services at any other location.

FIRSTOFFDUI-8.20.10.er

Contract No. _____

18-MONTH MULTIPLE OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____
day of _____, 2010,

by and between _____
COUNTY OF LOS ANGELES (hereafter
"County"),

and _____
(hereafter "Contractor"),

WHEREAS, County desires that those persons in the County of Los Angeles who qualify be provided certain alcoholism services under the Health and Safety Code Sections 11750 et seq., and 11836 et seq., which Contractor is licensed, staffed, staffed and prepared to provide; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles that such services be provided by Contractor; and

WHEREAS, this Agreement is contemplated and authorized by Health and Safety Code Sections 11801, 11812(b), 11837, 11837.2, 11837.4, 11837.5, 11837.6, 11837.7 and 11837.8 and by Government Code Section 26227; and

WHEREAS, the term "Director" as used herein refers jointly to County's Director of Public Health Services ("DPH") or his/her authorized designee, and

WHEREAS, the term "SDADP" as used herein refers to the State Department of Alcohol and Drug Programs; and

WHEREAS, the term "SAPC" as used herein refers to County's Substance Abuse Prevention and Control; and

WHEREAS, the term "DUIP" as used herein refers to County's "Driving-Under-The-Influence program"; and

WHEREAS, the term "participant" and/or "participants" as used herein refers to those individuals participating in the DUIP.

WHEREAS, the term "CSAPC" as used herein refers jointly to County's Substance Abuse Prevention and Control or his/her authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1, and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on October 1, 2010 and shall continue in full force and effect through September 30, 2013.

In any event Agreement may be cancelled or terminated at any time by either party, with or without cause, upon the giving of

at least thirty (30) calendar days advance written notice to the other. Further, County may also terminate this Agreement immediately if Contractor is no longer licensed by SDADP. Notice of such termination shall be served upon Contractor in writing by County.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not limited to all applicable change in laws, regulations, and other compliance requirements, issued pursuant hereto shall constitute a material breach hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. In the event of any termination or suspension of this Agreement, Contractor shall make immediate and appropriate plans to transfer or Agreement may be terminated by County immediately. County's refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director before any transfer or referral is completed except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an

immediate transfer or referral is indicated, in such instances, Contractor may make an immediate transfer or referral to the nearest provider of DUIP

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) Exhibit-A
- (2) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - SUBSTANCE ABUSE PREVENTION AND CONTROL - DRIVING UNDER THE INFLUENCE PROGRAM SERVICES - October 1, 2010
- (3) CCR, TITLE 9, DIVISION 4, CHAPTER 3, COMMENCING WITH SECTION 979.5

Contractor hereby acknowledges receipt of referenced documents numbers (1) and (2) attached and number (3) not attached hereto.

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. PAYMENT TO COUNTY:

A. Contractor shall compensate County for supervision and monitoring of its program at the rate of Forty-Six Dollars (\$46) for each participant admitted into the program

during the term of this Agreement. These monies shall be due to DPH SAPC Financial Services Division on the twentieth working day of the month, following the reporting month, for all paying participants. Non-payment of these fees due to County by the above specified day may, at County's discretion, result in a ten percent (10%) late payment penalty and/or termination of this Agreement.

B. County agrees to waive collection from Contractor of County's administrative fee, as identified in this Paragraph, for each participant who provides Contractor with documented proof and demonstrates an inability to pay for services. Contractor shall retain a copy of such documentation in the participant's individual case record.

C. At any time after the commencement of the term of this Agreement, Director may increase or reduce County's administrative fee up to Five Dollars (\$5) each fiscal year to allow for increases and decreases in County administrative costs for County's services provided hereunder. Any increase or decrease more than Five Dollars (\$5) each fiscal year shall be approved by County's Board of Supervisors. Increases are also subject to State approval pursuant to Health and Safety Code Section 11837.8(a). Director shall notify Contractor in writing at least thirty (30) calendar days prior to implementation of the new fee.

D. Contractor understands that in accordance with the California Code of Regulations, Title 9, Section 9820 (a) (1) (D) and Section 9820 (d), Contractor's State license to provide DUI program services shall automatically expire on the date specified on such license if Contractor has not paid all County administrative fees which are due and payable. Contractor further understands that if this occurs, this Agreement shall automatically terminate on the same date, and County shall be under no obligation to enter into another agreement with Contractor. In any event, if this Agreement should automatically terminate, any outstanding County administrative fees shall still be due and payable to County.

E. In no event shall County be required to pay for the cost of services to be rendered by Contractor hereunder.

4. PARTICIPANT FEES:

A. Participants shall be charged a fee by Contractor for services hereunder. Contractor shall maintain a fee schedule as approved by CADPA and SDADP pursuant to Health and Safety Code Section 11837.4 (b) (2). Such fee schedule shall make provisions for persons who cannot afford such fees in order to enable such persons to participate in the program. The total of all revenue shall not exceed Contractor's allowable program costs by more than ten

percent (10%) as indicated at the end of the fiscal year by a fiscal audit. Allowable program costs are determined by the California Code of Regulations (CCR), Title 9, Chapter 3, Sections 9800 et seq. Revenue in excess of allowable costs plus ten percent (10%) shall either be used for program expansion costs, with the express approval of CSAPC or fees shall be reduced accordingly in the next fiscal year. In the event that the revenue exceeds the allowable costs, plus ten percent (10%) profit, and that Contractor's Agreement for the provision of services is not renewed, for any reason, in the ensuing fiscal year, Contractor shall develop a plan for reimbursement, on a prorated basis, of all participants served during the term of the Agreement was in effect and in the amount of the excess fees collected. This plan shall be submitted to CADPA for approval within thirty (30) calendar days after submitting the cost report which revealed the excess profit.

B. Contractor may increase or decrease its participant fees with prior written approval from both CSAPC and SDADP. Contractor's written request must be submitted to SAPC and must include: (1) a cover letter indicating the proposed fee and the rationale for the increase or decrease, (2) a line item revenue and expenditure report for the prior fiscal year, (3) a projected line item budget reflecting the

proposed fee increase or decrease for the next fiscal year, (4) a breakdown of the proposed program fee by unit of service (or, if an ancillary fee, a cost breakdown which justifies the fee), and (5) a revised payment agreement that includes the proposed fee increase or decrease.

C. An initial down payment of participant fees to Contractor shall be limited to twenty percent (20%) of each participant's total fee, although participants may voluntarily pay more. These monies can be retained by Contractor for intake and administrative costs and will include fees charged by SDADP and County for program supervision and monitoring. Monies paid in advance for services not received must be reimbursed to the participant or his/her estate. Contractor must make all advance payment records available to County, State, and Certified Public Accounting firms representing County for purposes of inspection and audit.

D. Contractor shall establish and use a standardized payment schedule, approved by SDADP, to determine each participant's assessed program fee and schedule for payment of fees.

5. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with staff who at least meet the minimum staff qualifications required by Title 9 of the

CCR for provision of services hereunder, by Exhibit A, attached hereto, and by any additional requirements which may be established by CSAPC and/or SDADP. In addition, program staff providing counseling services as defined in Section 13005 of Counselor Certification Regulations shall be licensed, certified or registered to obtain certification or licensure pursuant to Chapter 8 (commencing with Section 13000).

6. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of service review and case conferences in which its professional, paraprofessional, intern, student and volunteer personnel will participate. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement with particular emphasis on the supervision of paraprofessionals, interns, students and volunteers. Contractor also, upon request of Director and under his/her supervision, shall conduct training covering any other required State and/or County administrative procedures.

7. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS", dated October 1, 2010. The terms and conditions therein contained are part of this Agreement.

8. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement

body, Exhibit "A" and ADDITIONAL PROVISIONS, the language in this Agreement, Exhibit A and ADDITIONAL PROVISIONS shall govern and prevail.

9. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS exhibit(s), attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understandings of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

10. PROGRAM SUPERVISION. MONITORING AND REVIEW: Pursuant to Health and Safety Code Section 11837.6, services hereunder shall be provided by Contractor under the general supervision of CSAPC. Contractor agrees to extend to Director, CSAPC, their authorized designees, and authorized State representatives the right to review and monitor Contractor's facilities, programs, procedures, and/or records at any reasonable time.

11. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in

its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. SUSPENSION OF PARTICIPANT REFERRALS: CSAPC may initiate steps leading to suspension of referrals to Contractor's program for failure to comply with the terms and conditions of this Agreement including, but not limited to, the following:

A. Failure to notify the court with jurisdiction of a participant's enrollment or termination.

B. Failure to return a participant to the court with jurisdiction after a subsequent conviction for driving under the influence.

C. Withholding notice to the court with jurisdiction, of program completion by a participant until after all program fees are paid.

D. Failure to permit indigent participants to avail themselves of the provisions for indigence as set forth in PARTICIPANT FEES paragraph of this Agreement.

E. Collecting a participant fee that exceeds the State approved maximum fee.

F. Failure to pay County administrative fees for three (3) or more months after the due date as set forth in PAYMENT TO COUNTY Paragraph of this Agreement.

G. Failure to maintain the minimum requirements of a DUIP facility as specified in Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with federal, State, and local laws, ordinances, regulations, rules, guidelines and directives applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other law which occurs after the effective date of this Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the

Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial

rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Health
Substance Abuse Prevention and Control
Program Compliance and Quality Assurance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or

lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage:

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of

the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights

and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements:

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related

claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., (ISO), and separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive

insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance

Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

16. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance

(providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident.

Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be

applicable.

C. Workers Compensation and Employers' Liability:

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars

(\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a

person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature

E. Professional Liability/Errors and Omissions:

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONTRACTOR'S OFFICES: Contractor's primary business office is located at _____. Contractor's primary business telephone number is _____ facsimile/FAX number is _____, and electronic mail (email) address is _____. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number and/or email address as listed herein, or any other business address, business telephone number, facsimile/FAX number and/or

email address used in the provision of services herein, at least ten (10) days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

- 2) Department of Public Health
Substance Abuse Prevention and Control
1000 S. Fremont Avenue
Building A-9 East, 3^r Floor
Alhambra, California 91830

Attention: Director

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants

EXHIBIT A

18-MONTH MULTIPLE OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

1. DEFINITION: 18-Month Multiple Offender Driving-Under-the-Influence Program (hereafter "18-Month DUIP") services are alcohol and other drug education and counseling program services which permit any person who is convicted of driving a vehicle or operating any vessel under the influence of alcohol or any drug, or under the combined influence of alcohol and any drug, and the offense occurred within ten (10) years of a separate violation to participate in, for at least eighteen (18) months, a public or private program of educational and counseling services for problem drinking or alcoholism, chemical dependency or poly drug abuse. 18-Month DUIPs which provide these services are licensed by State Department of Alcohol and Drug Programs ("SDADP") and are supervised and monitored by County's Department of Public Health (DPH) Substance Abuse Prevention and Control ("SAPC").

2. PARTICIPANT ELIGIBILITY: To be eligible to enroll in an 18-Month DUIP, persons shall be:

A. Arrested and sentenced due to a driving-under-the-influence ("DUI") offense that occurred within ten (10) years of a separate violation and referred, upon sentencing by the court, to an 18-Month DUIP which has been licensed by SDADP;
or

B. An individual whose driver license has been administratively suspended or revoked for a DUI offense that occurred within ten (10) years of a separate violation.

C. In the absence of a court referral, persons may enroll upon presenting documentation that the State Department of Motor Vehicles requires completion of an 18-Month DUIP as a prerequisite for driver's license reinstatement.

Note: Neither State licensure nor an agreement with County guarantees that any court referrals will be forthcoming to Contractor.

3. ADMINISTRATION AND PROGRAM SERVICES:

A. Contractor shall administer and provide 18-Month DUIP services in accordance with all applicable Health and Safety Codes, Vehicle Codes, and Title 9, California Code of Regulations.

B. Contractor agrees to provide additional services to 18-Month DUIP participants in accordance with additional County requirements that have been approved by SDADP. County shall provide Contractor with a listing of all such approved requirements.

C. No program service or adjunct activity shall involve the consumption of alcohol.

D. During the intake interview, the interviewer shall explain participant complaint procedures including County's Alcohol and Drug Program Administrator ("CSAPC") address and phone number(s), and the right to transfer to another program.

E. Contractor shall maintain an established facility open to the public and available at all assigned times for scheduled 18-Month DUIP activities. Office coverage shall be provided during regularly assigned office hours to facilitate liaison with courts, CSAPC, and participants. The minimum hours of operation for Contractor's 18-Month DUIP shall be:

- (1) Monday through Friday, 9:00 a.m. to 5:00 p.m.
- (2) Two evenings a week and/or one-half day Saturday.
- (3) Sunday, as required.
- (4) Alternate hours of operation may be approved in writing by CSAPC.

F. All participants requesting an ongoing support experience after completion of 18-Month DUIP activities shall be assisted by Contractor to find and/or establish an appropriate support group.

4. LEAVE OF ABSENCE:

A. Contractor shall submit the participant's written request for leave of absence and any documentation

substantiating the need for a leave of absence to CSAPC and shall retain a copy of the request in the participant's case record.

B. Leaves of absence may be granted only by CSAPC on an individual review and approval basis for participants whose work or special circumstances require scheduled absences longer than twenty-one (21) days. Such approved plans apply to military personnel whose orders or responsibilities require an extended absence, participants whose work requires travel for an extended period of time, participants who are absent due to their own extended illness or medical treatment or that of a family member, participants who are incarcerated or in a residential alcohol or drug treatment program, participants who cannot participate due to an extreme hardship or family emergency as documented in the participant's record, and participants who have requested a leave of absence for a vacation. A leave of absence shall be granted for vacation only if the participant has made up all absences and paid all outstanding fees prior to the leave of absence.

C. Contractor shall document such plans for leave of absence in the participant's case record.

5. INTERPROGRAM TRANSFER:

A. A participant in an approved program may request a transfer to another approved program in Los Angeles County upon approval of CSAPC, or to a County other than Los Angeles County upon approval of both CSAPC and County Administrator of the receiving County or his/her authorized designee.

B. Contractor shall provide notice of transfer on SDADP-approved forms to CSAPC's or their authorized designees in both the sending and receiving counties as well as to the court with jurisdiction.

6. REPORTING PROCEDURES:

A. Contractor shall notify the court with jurisdiction of all participant completions and terminations as they occur.

B. Contractor shall complete an intake form on each participant enrolled into its 18-Month DUIP. Contractor shall complete a change of status form on each participant upon any official status change (e.g., completion, noncompliance).

C. Contractor shall submit by the twentieth working day of each month a monthly provider remittance report for the previous month to the Department of Public Health SAPC Financial Services Division, on forms supplied by County. Contractor shall submit by the twentieth working day of each

month a copy of all intake and change of status forms for each intake and status change which occurred during the previous month to CSAPC on forms supplied by County.

D. County may, with sufficient notice to Contractor, revise the reporting forms, procedures, and requirements described in (B) and (C) immediately above, except that the time allowed Contractor for submitting the reports and forms shall not be reduced.

E. PARTICIPANT RECORDS: Participant records shall include intake information consisting of goals and objectives for participation in the program, including abstinence from the use of alcohol and/or illicit drugs; counseling, education, and face-to-face interview requirements; attendance requirements and procedures for requesting a leave of absence; program fees and payment schedules; location and schedule of program services; reasons for dismissal from the program; the program's participant rules; a participant contract; and any other information required by the DUI program, Department of Motor Vehicles, SDADP, and County.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data for the purpose of program evaluation.

F. AUTOMATED DUI PARTICIPANT REPORTING SYSTEM (DUIPRS):

Contractor shall participate and cooperate in the automated DUIPRS. For the purpose of reporting data, Contractor will enter client information directly into the County DUIPRS via Internet. In order to access DUIPRS, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipment, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

G. Contractor shall inform participants of possible follow-up mechanisms or instruments to be developed by SAPC.

7. MEASURABLE GOALS AND OBJECTIVES:

A. At least sixty-five percent (65%) of enrolled participants shall complete the program.

B. At least sixty-five percent (65%) of participants completing the program shall be free of further DUI arrests for one year after completion of the program.

C. Use of evidence-based practice(s) that emphasize changing participants' perceptions of the risks of drug and alcohol use and related attitudes and beliefs.

8. SERVICE DELIVERY SITE: Contractor's facility(ies), where 18-Month DUIP services are to be provided, is (are) located at _____.

Contractor shall notify SAPC at least thirty (30) days in writing before terminating 18-Month DUIP services at such location(s), and Contractor shall obtain prior written consent of SAPC before commencing such services at any other location.

18MONTHOFFDUI/8.20.10.er

Contract No. _____

30-MONTH MULTIPLE OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____

day of _____, 2010,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor"),

WHEREAS, County desires that those persons in the County of Los Angeles who qualify be provided certain alcoholism services under the Health and Safety Code Sections 11750 et seq., and 11836 et seq., which Contractor is licensed, staffed, and prepared to provide; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles that such services be provided by Contractor; and

WHEREAS, this Agreement is contemplated and authorized by Health and Safety Code Sections 11801, 11812(b), 11837, 11837.2, 11837.4, 11837.5, 11837.6, 11837.7 and 11837.8 and by Government Code Section 26227; and

WHEREAS, the term "Director" as used herein refers jointly to County's Director of Public Health or his/her authorized designee; and

WHEREAS, the term "SDADP" as used herein refers to the State Department of Alcohol and Drug Programs; and

WHEREAS, the term "SAPC" as used herein refers to County's Substance Abuse Prevention and Control; and

WHEREAS, the term "participant" and/or "participants" as used herein refers to those individuals participating in the DUIP.

WHEREAS, the term "DUIP" as used herein refers to County's "driving under the influence program"; and

WHEREAS, the term "CSAPC" as used herein refers jointly to County's Substance Abuse Prevention and Control or his/her authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1, and ends the following June 30.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on October 1, 2010 and shall continue in full force and effect through September 30, 2013.

In any event Agreement may be cancelled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other. Further County may also terminate this Agreement immediately if Contractor is no longer licensed by SDADP. Notice of such termination shall be served upon Contractor in writing by County.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement or any written directions by or on behalf of County, which may include but not limited to all applicable changes in laws, regulations, and other compliance requirements issued pursuant hereto shall constitute a material breach hereof, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

In the event of any termination or suspension of this Agreement, Contractor shall make immediate and appropriate plans to transfer or Agreement may be terminated by County immediately. County's refer all participants served under this Agreement to other agencies for continuing service in accordance with the participant's needs. Such plans shall be approved by Director

before any transfer or referral is completed except in those instances, as determined by Contractor, where an immediate participant transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral to the nearest provider of DUIP

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) Exhibit-A
- (2) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - SUBSTANCE ABUSE PREVENTION AND CONTROL - DRIVING UNDER THE INFLUENCE PROGRAM SERVICES - October 1, 2010
- (3) CCR, TITLE 9, DIVISION 4, CHAPTER 3, COMMENCING WITH SECTION 979.5

Contractor hereby acknowledges receipt of referenced documents numbers (1) and (2) attached and number (3) not attached hereto.

B. The quality of service(s) provided under this Agreement shall be at least equivalent to the same services which Contractor provides to all other participants it serves.

3. PAYMENT TO COUNTY:

A. Contractor shall compensate County for the supervision and monitoring of its program at the rate of Forty-Six Dollars (\$46) for each participant admitted into the program during the term of this Agreement. These monies shall be due to the Department of Public Health (DPH), SAPC Financial Services Division on the twentieth working day of the month, following the reporting month, for all paying participants. Non-payment of these fees due to County by the above specified day may, at County's discretion, result in a ten percent (10%) late payment penalty and/or termination of this Agreement.

B. County agrees to waive collection from Contractor of County's administrative fee, as identified in this Paragraph, for each participant who provides Contractor with documented proof and demonstrates an inability to pay for services. Contractor shall retain a copy of such documentation in the participant's individual case record.

C. At any time after the commencement of the term of this Agreement, Director may increase or reduce County's administrative fee up to Five Dollars (\$5) each fiscal year to allow for increases and decreases in County administrative costs for County's services provided

hereunder. Any increase or decrease more than Five Dollars (\$5) each fiscal year shall be approved by County's Board of Supervisors. Increases are also subject to State approval pursuant to Health and Safety Code Section 11837.8(a).

Director shall notify Contractor in writing at least thirty (30) calendar days prior to implementation of the new fee.

D. Contractor understands that in accordance with the California Code of Regulations, Title 9, Section 9820 (a)(1)(D) and Section 9820 (d), Contractor's State license to provide DUI program services shall automatically expire on the date specified on such license if Contractor has not paid all County administrative fees which are due and payable. Contractor further understands that if this occurs, this Agreement shall automatically terminate on the same date, and County shall be under no obligation to enter into another agreement with Contractor. In any event, if this Agreement should automatically terminate, any outstanding County administrative fees shall still be due and payable to County.

E. In no event shall County be required to pay for the cost of services to be rendered by Contractor hereunder.

4. PARTICIPANT FEES:

A. Participants shall be charged a fee by Contractor for services hereunder. Contractor shall maintain a fee schedule as approved by CSAPC and SDADP pursuant to Health and Safety Code Section 11837.4 (b)(2). Such fee schedule shall make provisions for persons who cannot afford such fees in order to enable such persons to participate in the program. The total of all revenue shall not exceed Contractor's allowable program costs by more than ten percent (10%) as indicated at the end of the fiscal year by a fiscal audit. Allowable program costs are determined by the California Code of Regulations (CCR), Title 9, Chapter 3, Sections 9800 et seq. Revenue in excess of allowable costs plus ten percent (10%) shall either be used for program expansion costs, with the express approval of CSAPC or fees shall be reduced accordingly in the next fiscal year. In the event that the revenue exceeds the allowable costs, plus ten percent (10%) profit, and that Contractor's Agreement for the provision of services is not renewed, for any reason, in the ensuing fiscal year, Contractor shall develop a plan for reimbursement, on a prorate basis, of all participants served during the term the Agreement was in effect and in the amount of the excess fees collected. This

plan shall be submitted to CSAPC for approval within thirty (30) calendar days after submitting the cost report which revealed the excess profit.

B. Contractor may increase or decrease its participant fees with prior written approval from both SAPC and SDADP. Contractor's written request must be submitted to SAPC and must include: (1) a cover letter indicating the proposed fee and the rationale for the increase or decrease, (2) a line item revenue and expenditure report for the prior fiscal year, (3) a projected line item budget reflecting the proposed fee increase or decrease for the next fiscal year, (4) a breakdown of the proposed program fee by unit of service (or, if an ancillary fee, a cost breakdown which justifies the fee), and (5) a revised payment agreement that includes the proposed fee increase or decrease.

C. An initial down payment of participant fees to Contractor shall be limited to twenty percent (20%) of each participant's total fee, although participants may voluntarily pay more. These monies can be retained by Contractor for intake and administrative costs and will include the fees charged by SDADP and County for program supervision and monitoring. Monies paid in advance for services not received must be reimbursed to the participant,

or his/her estate. Contractor must make all advance payment records available to County, State, and Certified Public Accounting firms representing County for purposes of inspection and audit.

D. Contractor shall establish and use a standardized payment schedule, approved by SDADP, to determine each participant's assessed program fee and schedule for payment of fees.

5. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with staff who at least meet the minimum staff qualifications required by Title 9 of the CCR for provision of services hereunder, by Exhibit A, attached hereto, and by any additional requirements which may be established by CSAPC and/or SDADP. In addition, program staff providing counseling services as defined in Section 13005 of Counselor Certification Regulations shall be licensed, certified, or registered to obtain certification or licensure pursuant to Chapter 8, (commencing with Section 13000).

6. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of service review and case conferences in which its professional, paraprofessional, intern, student and volunteer personnel will participate. Contractor shall institute and maintain appropriate

supervision of all persons providing services pursuant to this Agreement with particular emphasis on the supervision of paraprofessionals, interns, students and volunteers. Contractor also, upon request of Director and under his/her supervision, shall conduct training covering any other required State and/or County administrative procedures.

7. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS", dated October 1, 2010. The terms and conditions therein contained are part of this Agreement.

8. CONFLICT OF TERMS: : To the extent that there exists any conflict or inconsistency between the language of this Agreement body, Exhibit "A" and ADDITIONAL PROVISIONS, the language in this Agreement, Exhibit A, and ADDITIONAL PROVISIONS shall govern and prevail.

9. ALTERATION OF TERMS: This Agreement, together with the ADDITIONAL PROVISIONS and Exhibit(s), attached hereto, fully expresses all understanding of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understandings of the parties, their officers, employees, or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is

formally adopted and executed by the parties in the same manner as this Agreement.

10. PROGRAM SUPERVISION. MONITORING AND REVIEW: Pursuant to Health and Safety Code Section 11837.6, services hereunder shall be provided by Contractor under the general supervision of CSAPC. Contractor agrees to extend to Director, CSAPC, their authorized designees, and authorized State representatives the right to review and monitor Contractor's facilities, programs, procedures, and/or records at any reasonable time.

11. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

12. SUSPENSION OF PARTICIPANT REFERRALS: CSAPC may initiate steps leading to suspension of referrals to Contractor's program for failure to comply with the terms and conditions of this Agreement including, but not limited to, the following:

A. Failure to notify the court with jurisdiction of a participant's enrollment or termination.

B. Failure to return a participant to the court with jurisdiction after a subsequent conviction for driving under the influence.

C. Withholding notice to the court with jurisdiction, of program completion by a participant until after all program fees are paid.

D. Failure to permit indigent participants to avail themselves of the provisions for indigence as set forth in PARTICIPANT FEES paragraph of this Agreement.

E. Collecting a participant fee that exceeds the State approved maximum fee.

F. Failure to pay County administrative fees for three (3) or more months after the due date as set forth in PAYMENT TO COUNTY Paragraph of this Agreement.

G. Failure to maintain the minimum requirements of a DUIP facility as specified in Section 504 of the Federal

Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

13. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with Federal, State, and local laws, ordinances, regulations, rules, guidelines and directives applicable to its performance hereunder, as they are now enacted or may hereafter be amended. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation, or other law which occurs after the effective date of this Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, guidelines, or directives.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured

endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor the

County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Department of Public Health
Substance Abuse Prevention and Control
Program Compliance and Quality Assurance Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage:
The County of Los Angeles, its Special Districts, Elected

Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of

premium.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under

all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

H. Sub-Contractor Insurance Coverage Requirements:
Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs):
Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related

claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc., (ISO), and separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk

purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance

Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

16. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability: Insurance

(providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than One Million Dollars (\$1,000,000) on for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's

use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability:

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a Professional Employer Organization ("PEO"), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01: a) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per

claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature

E. Professional Liability/Errors and Omissions:

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONTRACTOR'S OFFICES: Contractor's primary business office is located at _____. Contractor's primary business telephone number is _____ facsimile/FAX number is _____, and electronic mail (email) address is _____. Contractor shall notify

County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number and/or email address as listed herein, or any other business address, business telephone number, facsimile/FAX number and/or email address used in the provision of services herein, at least ten (10) days prior to the effective date(s) thereof.

19. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

1. Notices to County shall be addressed as follows:

1. Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

(2) Department of Public Health
Substance Abuse Prevention and Control
1000 S. Fremont Avenue
Building A-9 East, 3rd Floor
Alhambra, California 91803

Attention: Director

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants Division

EXHIBIT A

30-MONTH MULTIPLE OFFENDER

DRIVING-UNDER-THE-INFLUENCE PROGRAM SERVICES AGREEMENT

1. DEFINITION: 30-Month Multiple Offender Driving-Under-the-Influence Program (hereafter "30-Month DUIP") services are alcohol and other drug education and counseling program services which permit any person who is convicted of driving a vehicle or operating any vessel under the influence of alcohol or any drug, or under the combined influence of alcohol and any drug and the offense occurred within ten (10) years of two (2) separate violations to participate in, for at least thirty (30) months, a public or private program of educational and counseling services for problem drinking, alcoholism, chemical dependency or poly drug abuse. 30-Month DUIPs which provide these services are licensed by State Department of Alcohol and Drug Programs ("SDADP") and are supervised and monitored by County's Substance Abuse Prevention and Control ("SAPC").

2. PARTICIPANT ELIGIBILITY: To be eligible to enroll in an 30-Month DUIP, persons shall be:

A. Arrested and sentenced due to a driving-under-the-influence ("DUI") offense that occurred within ten (10) years of two (2) separate violations and referred, upon sentencing

by the court, to a 30-Month DUIP which has been licensed by SDADP; or

B. An individual whose driver license has been administratively suspended or revoked for a DUI offense that occurred within ten (10) years of two (2) separate violations.

C. In the absence of a court referral, persons may enroll upon presenting documentation that the State Department of Motor Vehicles requires completion of a 30-Month DUIP as a prerequisite for driver's license reinstatement.

Note: Neither State licensure nor an agreement with County guarantees that any court referrals will be forthcoming to Contractor.

3. ADMINISTRATION AND PROGRAM SERVICES:

A. Contractor shall administer and provide 30-Month DUIP services in accordance with all applicable Health and Safety Codes, Vehicle Codes, and Title 9, California Code of Regulations.

B. Contractor agrees to provide additional services to 30-Month DUIP participants in accordance with additional County requirements that have been approved by SDADP. County shall provide Contractor with a listing of all such approved requirements.

C. No program service or adjunct activity shall involve the consumption of alcohol.

D. During the intake interview, the interviewer shall explain participant complaint procedures including County's Substance Abuse Prevention and Control ("CSAPC") address and phone number(s), and the right to transfer to another program.

E. Contractor shall maintain an established facility open to the public and available at all assigned times for scheduled 30-Month DUIP activities. Office coverage shall be provided during regularly assigned office hours to facilitate liaison with courts, CSAPC, and participants. The minimum hours of operation for Contractor's 30-Month DUIP shall be:

(1) Monday through Friday, 9:00 a.m. to 5:00 p.m.

(2) Two evenings a week and/or one-half day

Saturday.

(3) Sunday, as required.

(4) Alternate hours of operation may be approved in writing by CSAPC.

F. All participants requesting an ongoing support experience after completion of 30-Month DUIP activities shall be assisted by Contractor to find and/or establish an

4. LEAVE OF ABSENCE:

A. Contractor shall submit the participant's written request for leave of absence and any documentation substantiating the need for a leave of absence to the CSAPC and shall retain a copy of the request in the participant's case record.

B. Leaves of absence may be granted only by CSAPC on an individual review and approval basis for participants whose work or special circumstances require scheduled absences longer than twenty-one (21) days. Such approved plans apply to military personnel whose orders or responsibilities require an extended absence, participants whose work requires travel for an extended period of time, participants who are absent due to their own extended illness or medical treatment or that of a family member, participants who are incarcerated or in a residential alcohol or drug treatment program, participants who cannot participate due to an extreme hardship or family emergency as documented in the participant's record, and participants who have requested a leave of absence for a vacation. A leave of absence shall be granted for vacation only if the participant has made up all absences and paid all outstanding fees prior to the leave of absence.

C. Contractor shall document such plans for leave of absence in the participant's case record.

5. INTERPROGRAM TRANSFER:

A. A participant in an approved program may request a transfer to another approved program in Los Angeles County upon approval of CSAPC, or to a County other than Los Angeles County upon approval of both CSAPC and County Administrator of the receiving County or his/her authorized designee.

B. Contractor shall provide notice of transfer on SDADP-approved forms to CSAPC's or their authorized designees in both the sending and receiving counties as well as to the court with jurisdiction.

6. REPORTING PROCEDURES:

A. Contractor shall notify the court with jurisdiction of all participant completions and terminations as they occur.

B. Contractor shall complete an intake form on each participant enrolled into its 30-Month DUIP. Contractor shall complete a change of status form on each participant upon any official status change (e.g., completion, noncompliance).

C. Contractor shall submit by the twentieth working day of each month a monthly provider remittance report for the previous month to the Department of Public Health SAPC

Financial Services Division, on forms supplied by County. Contractor shall submit by the twentieth working day of each month a copy of all intake and change of status forms for each intake and status change which occurred during the previous month to CSAPC on forms supplied by County.

D. County may, with sufficient notice to Contractor, revise the reporting forms, procedures, and requirements described in (B) and (C) immediately above, except that the time allowed Contractor for submitting the reports and forms shall not be reduced.

E. PARTICIPANT RECORDS: Participant records shall include intake information consisting of goals and objectives for participation in the program, including abstinence from the use of alcohol and/or illicit drugs; counseling, education, and face-to-face interview requirements; attendance requirements and procedures for requesting a leave of absence; program fees and payment schedules; location and schedule of program services; reasons for dismissal from the program; the program's participant rules; a participant contract; and any other information required by the DUI program, Department of Motor Vehicles, SDADP, and County.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required

to provide County with client data for the purpose of program evaluation.

F. AUTOMATED DUI PARTICIPANT REPORTING SYSTEM (DUIPRS):

Contractor shall participate and cooperate in the automated DUIPRS. For the purpose of reporting data, Contractor will enter client information directly into the County DUIPRS via Internet. In order to access DUIPRS, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem. Contractor shall provide all necessary maintenance for the computer and related equipment, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County.

G. Contractor shall inform participants of possible follow-up mechanisms or instruments to be developed by SAPC.

7. MEASURABLE GOALS AND OBJECTIVES:

A. At least forty percent (40%) of enrolled participants shall complete the program.

B. At least sixty-five percent (65%) of participants completing the program shall be free of further DUI arrests for one year after completion of the program.

C. Use of evidence-based practice(s) that emphasize changing participants' perceptions of the risks of drug and alcohol use and related attitudes and beliefs.

8. SERVICE DELIVERY SITE: Contractor's facility(ies), where 30-Month DUIP services are to be provided, is (are) located at

Contractor shall notify SAPC at least thirty (30) days in writing before terminating 30-Month DUIP services at such location(s), and Contractor shall obtain the prior written consent of SAPC before commencing such services at any other location.

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL**

Attachment D

Executive Director Listing

Corporate Name		Executive Director	Corporation Address	Corporate Phone
A BETTER CITIZEN FOUNDATION, INC		Lori Sanjuan	3130 South Harbor Boulevard, Suite 530, Santa Ana, CA 92704	(714) 429-9900
ADAPT - AWARE ZONE, INC.		Grace Lewitt	143 South Glendale Avenue, Suite 103, Glendale, CA 91205	(818) 243-2746
ADAPT PROGRAM, INC.		Ronald E. Webster	1644 Wilshire Boulevard, Suite 303, Los Angeles, CA 90017	(213) 483-5703
ALCOHOL DRUG COUNCIL - HIGH GAIN PROJECT		Jayne K. Wise	1424 Fourth Street, Suite 205, Santa Monica, CA 90401	(310) 451-5881
ALHAMBRA SAFETY SERVICES		Nancy Wu	926 East Garvey Avenue, Monterey Park, CA 91755	(626) 571-6988
ANDERSON COUNSELING AND EDUCATION		Bret G. Anderson	7336 South Painter Avenue, Whittier, CA 90602	(562) 945-2977
AVALON-CARVER COMMUNITY CENTER		Lawrence E. Rodgers	4920 South Avalon Boulevard, Los Angeles, CA 90011	(323) 232-4391
BEHAVIORAL HEALTH SERVICES, INC.		Henry van Oudheusden, MA, MSW	15519 South Crenshaw Boulevard, Gardena, CA 90249	(310) 679-9126
BEHAVIORAL SYSTEMS SOUTHWEST, INC.		Charles Morris	6411 Hollywood Boulevard, 2nd Floor, Hollywood, CA 90028	(323) 461-2779
CALIFORNIA DIVERSION PROGRAMS, INC.		Amanda Valdez	21054 Sherman Way, Suite 205, Canoga Park, CA 91303	(818) 716-0188
CASA DE HERMANDAD, INC.		David Abelar	11750 West Pico Boulevard, Los Angeles, CA 90064	(310) 477-8272
CENTER FOR COUNSELING & EDUCATION, INC.		Wendie Warwick	7060 Owensmouth Avenue, Canoga Park, CA 91303	(818) 992-0460
CITY OF PASADENA		Takashi Wada, M.D., M.P.H.	1845 North Fair Oaks Avenue, Room 1110, Pasadena, CA 91103	(626) 744-6005
CLARE FOUNDATION, INC.		Nicholas Vratarić	1871 9th Street, Santa Monica, CA 90404	(310) 314-6200
DIAL EDUCATION CENTER, INC.		Won K. Lee	3540 Wilshire Boulevard, Suite M1, Los Angeles, CA 90010	(888) 446-6222
DIDI HIRSCH PSYCHIATRIC SERVICE		Kita S. Curry, Ph.D.	4760 South Sepulveda Boulevard, Culver City, CA 90230	(310) 390-6612
DIVERSION SAFETY PROGRAMS, INC.		Richard Jacinto	6606 Pacific Boulevard, Suite 215, Huntington Park, CA 90255	(323) 585-0764
DRIVER BENEFITS PROGRAM, INC.		William J. Wickline	2370 West Carson Street, Suite 150, Torrance, CA 90501	(310) 320-9550
DRIVER SAFETY AWARENESS PROGRAM, INC.		Darline H. Meskiel	16909 Parthenia Street, Suite 103, North Hills, CA 91343	(818) 830-8870
DRIVER SAFETY SCHOOLS, INC.		Joanne Gorby	6850 Van Nuys Boulevard, Suite 100, Van Nuys, CA 91401	(818) 787-7878
DUI PROGRAM OF SFV		Wendie Warwick	7060 Owensmouth Avenue, Canoga Park, CA 91303	(818) 992-0460
EAST LOS ANGELES ALCOHOLISM COUNCIL, INC.		Charles Garcia	916 South Atlantic Boulevard, East Los Angeles, CA 90022	(323) 268-9344
EAST LOS ANGELES HEALTH TASK FORCE, INC.		Susanna Arellano	2120 East 6th Street, Los Angeles, CA 90023	(323) 261-2171
ESCUELA LATINA DE ALCOHOL DEL ESTE DE L.A., INC.		Rebecca J. Belot	6606 Pacific Boulevard, Suite 215, Huntington Park, CA 90255	(323) 585-0764

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL**

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Executive Director Listing

Corporate Name	Executive Director	Corporation Address	Corporate Phone
FRED KENNEDY ASSOCIATES, INC.	Frederick A. Kennedy	1931 North Gaffey Street, Suite D, San Pedro, CA 90731	(310) 521-1263
HARBOR AREA HIGH GAIN PROGRAM, INC.	Robert Saucedo	315-A East 11th Street, Long Beach, CA 90813	(562) 436-9801
HIGH ROAD PROGRAM, THE	Bill D. McVay	52110 Lewis Road, Suite 7, Agoura Hills, CA 91301	(818) 707-0307
INGLEWOOD SUBSTANCE ABUSE	Solomon Egbuho	400 South La Brea Avenue, Inglewood, CA 90301	(310) 673-5882
INLAND VALLEY DRUG AND ALCOHOL RECOVERY SERVICES	Stacy L. Smith, LVN, CADAC	916 North Mountain Avenue, Upland, CA 91786	(909) 932-1069
KIM'S DRIVING SCHOOL	Emmanuel Young Moon Kim	3306 Venice Boulevard, Los Angeles, CA 90019	(323) 731-0833
KOREAN COMMUNITY SERVICES, INC.	Ellen Ahn	4416 West Beverly Boulevard, Los Angeles, CA 90004	(323) 668-9007
LOS ANGELES DRIVER EDUCATION CENTER	Daniel W. Haynesworth	8350 Santa Monica Boulevard, Suite 107, West Hollywood, CA 90069	(213) 388-7135
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF EAST SAN GABRIEL AND POMONA VALLEYS, INC.	Cheryl Ruedi	4626 North Grand Avenue, Covina, CA 91724-2052	(626) 331-5316
NORTHEAST VALLEY HEALTH CORPORATION	Kimberly Wyard	1172 North Maclay Avenue, San Fernando, CA 91340	(818) 898-1388
REHABILITATION ALCOHOL PROGRAM	Christine Kesse	2055 North Garey, Suite 2, Pomona, CA 91767	(909) 596-5335
RIGHT ON PROGRAMS	John Marshall	522 East Broadway Avenue, Suite 101, Glendale, CA 91205	(818) 240-1683
SAFETY CONSULTANT SERVICES, INC.	Gloria V. Mullendore	9928 Flower, Suite 101, Bellflower, CA 90706	(562) 920-7689
SAFETY EDUCATION CENTER, INC.	Terry Ann Meeker	1515 West Cameron Avenue, Bldg. C, Suite 300, West Covina, CA 91790	(626) 960-3977
SAN GABRIEL VALLEY DRIVER IMPROVEMENT, INC.	Bob Guest	1700 West Cameron Avenue, Suite 108, West Covina, CA 91790	(626) 960-0644
SELF - IMPROVEMENT AND ALTERNATIVE MEASURES, INC. (S.I.A.M.)	Kevin K. Williams	3450 West 43rd Street, #217, Los Angeles, CA 90008	(323) 292-0581
SHIELDS FOR FAMILIES, INC.	Kathryn Icenhower, PhD	11601 South Western Ave, Los Angeles, CA 90047	(323) 242-5000
SOUTH BAY ALCOHOLISM SERVICES, DBA NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF THE SOUTH BAY	Michael Ballue	1334 Post Avenue, Torrance, CA 90501	(310) 328-1460
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	Lynne Appel	11500 Paramount Boulevard, Downey, CA 90241	(562) 923-4545
TWIN PALMS RECOVERY CENTER	Truth Moulton	218 North Glendora Avenue, City Of Industry, CA 91744	(626) 968-8875
W & G ENTERPRISES	Craig Watkins	12560 Central Avenue, Chino, CA 91710	(909) 591-4761